

## **FIRST AMENDMENT TO THE LOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This First Amendment (“Amendment”) to the Local Agreement for Law Enforcement Services dated May 14, 2019 (“the Agreement”) is made this 23<sup>rd</sup> day of May, 2023, by and between the CITY OF COLEMAN, FLORIDA, (herein after “Coleman” or “City”) a municipal corporation of the State of Florida; WILLIAM O. FARMER, JR., as Sheriff of Sumter County, Florida (hereinafter “Sheriff”) and, the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY (hereinafter “BOCC”), a governing board of the political subdivision of the State of Florida.

### **WITNESSETH**

**WHEREAS**, the Coleman City Council determined that this Amendment is the most efficient way to fulfill its desire to provide high quality police protection in a responsible manner starting the first day of the month following the month this Amendment is executed by all parties; and

**WHEREAS**, the only change in this Amendment is the modification to Exhibit A.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form a substantive and an integral part of this Agreement and are hereby incorporated herein.
2. **REPLACEMENT OF EXHIBIT A.** The Exhibit A provided in this Amendment replaces the Exhibit A of the Agreement.
3. This First Amendment may be executed by the parties in counterparts and the executed counterpart originals shall be deemed by the parties as a single executed and binding original. Copies of signed counterparts sent by facsimile or electronic mail shall be deemed originals for the purposes of this First Amendment.
4. All other terms and conditions set forth in the Agreement remain unchanged unless expressly modified by this or any other Amendment. If any terms of this First Amendment and the Agreement, as previously amended, are found to be in conflict, the terms of this First Amendment shall prevail.

{Signature Page Follows}

**IN WITNESS WHEREOF**, the parties to this Agreement have caused the same to be signed by their duly authorized representatives on the dates hereinafter indicated.

**CITY OF COLEMAN, FLORIDA**

**By:** \_\_\_\_\_

**Mayor**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**City Clerk**

**SUMTER COUNTY, FLORIDA**

**By:** \_\_\_\_\_

**Craig A. Estep, Chairman**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Deputy Clerk of Court**

**SHERIFF OF SUMTER COUNTY, FLORIDA**

**By:** \_\_\_\_\_

**William O. "Bill" Farmer, Sheriff**

**Date:** \_\_\_\_\_

**EXHIBIT A TO FIRST AMENDMENT**

**CONSIDERATION AND PAYMENT SCHEDULE**

As compensation for the performances of service herein contemplated by this Agreement, the City will make payments to the BOCC for distribution to the Sheriff on a basis consistent with the payment schedule detailed below. These payments shall be considered full and complete for all services herein contemplated.

This payment schedule contains estimations and amounts may change upward or downward based on the operating cost as reflected in the Sheriff’s approved annual budget.

Six (6) months prior to the beginning of each budget year, the Sheriff will give the City written notice that the Sheriff anticipates costs will exceed the amounts set forth herein by more than three (3) percent and provide the new annual and monthly payment amounts for that year.

Starting no later than October 1, 2023, the Sheriff’s Office will utilize the furnished space provided by the City of Coleman for a portion of its traffic division for a greater presence in the City. Accordingly, the annual costs for Fiscal Year 2023-2024 increased accordingly to provide the personal property including a leased copier and internet service to the office.

<b>Cost Description</b>	<b>Fiscal Year 2019-2020</b>	<b>Fiscal Year 2020-2021</b>	<b>Fiscal Year 2021-2022</b>	<b>Fiscal Year 2022-2023</b>	<b>Fiscal Year 2023-2024</b>
<b>Annual Cost (includes one (1) replacement vehicle payments over 5 years)</b>	\$106,278	\$109,419	\$112,656	\$115,990	\$124,423
<b>Total Annual Cost Due</b>	<b>\$106,278</b>	<b>\$109,419</b>	<b>\$112,656</b>	<b>\$115,990</b>	<b>\$124,423</b>
<b>Monthly Payment*</b>	<b>\$8,856.50</b>	<b>\$9,118.25</b>	<b>\$9,388.00</b>	<b>\$9,165.83</b>	<b>\$10,368.58</b>
<b>*Due and payable on the 15<sup>th</sup> day of each month commencing October 1, 2019.</b>					